



UNIT 44, ANNIESLAND BUSINESS PARK, NETHERTON ROAD,  
GLASGOW, G13 1EU  
TEL: 0141 959 1414 ~ FAX: 0141 954 1127  
E-MAIL: [INFO@DNGLASS.CO.UK](mailto:INFO@DNGLASS.CO.UK)

## TERMS & CONDITIONS OF SALE / ESTIMATE

From 23 August 2019

1. All orders accepted by D & N GLASS CO (hereinafter called 'The Company') shall incorporate these terms and conditions. No variation modification or substitution of these terms and conditions (even if included in or referred to in the document placing the order) shall be binding to the company.
2. The Customer shall not be entitled to withhold payment of any amount payable under the contract of the Company because of any disputed claim of the customer in respect of faulty goods. Neither shall the customer be entitled to off-set against any amount payable any monies which are not presently ascertained and payable by the Company or for which the Company disputes liability.
3. If any account for the supply of goods by the Company is not paid on or before the due date, the Company shall be entitled to withhold further delivery of goods to the customer whether or not those goods are part of the same contract and without prejudice to any other right or remedy the Company may have.
4. Terms are strictly if by account - 30 days from date of invoice.
5. The Company shall be entitled to charge interest on any amount more than 30 days Overdue and such interest shall be calculated on a daily basis on the amount outstanding at the rate of 3% above Bank base rate. Any dishonored cheques will be subject to an administration charge of £25.00.
6. Delay due to circumstances outside the control of the Company shall not entitle the customer to cancel any order or to refuse to accept delivery.
7. No Claim for damage 'in transit or shortage in delivery will be entitled unless detailed on the delivery note at time of acceptance. Signed Delivery Notes will be deemed to be the Customers' acceptance of goods.
8. Confirmation of telephoned or faxed orders must be clearly marked "CONFIRMATION ORDER' to prevent duplication. Any amendments to orders must be followed by written confirmation (to comply with BSEN 1279 requirements).
9. Glass products should be handled, stored and fixed in accordance with GGF guidelines.

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D&N Glass Co is the trading name of DN Glass Limited - Registered in Scotland No: SC443273  
Registered Office: B5 Whitecrook Business Centre, Clydebank, Glasgow, G81 1QF





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10. The Company warranty extends only to the replacement of unit which have been dry glazed. The company will manufacture a free of charge replacement for any unit found to have a manufacturing fault, supply only. No glazing or other charges will be accepted.
  - a). A Five year warranty applies to units glazed into UPVC and Aluminum frames.
  - b). A Five year warranty applies to units glazed into wooden frames. When glazed into wooden frames it is understood that the frames must be maintained to ensure continued protection to the edge seal from water and sunlight penetration.
  - c). The Company reserves the right to inspect any unit under claim on site.
  - d). The warranty is not transferable.
11. Any contract to which these conditions apply shall be construed and take effect in accordance with Scottish Law which shall be the proper law of the contract.
12. All units should be inspected before glazing. The company will not accept for whatever reason responsibility for the de-glazing and re-glazing of units deemed to be faulty after fitting.
13. The customer shall not be permitted to withhold payment for goods for whatever reason due to the fact that they have not been paid by their customer.
14. Units will be inspected on site in accordance with the Glass and Glazing Federation terms of reference for inspection of sealed units.
15. The estimate is subject to our acceptance of the order at the time it is placed, and it is based on the cost of materials, labour and transport now ruling. If variation in these costs either by rise or fall should occur before the termination of the work, provision shall be made for such variations by adjustments of the prices to be charged for any work carried out, unless otherwise stated.
16. All estimates include the work specified only and are exclusive of any alterations or additions not mentioned, such as other constructions, iron or wood work, or drilling to same, neither does it include lead flashing etc. or cutting away or making good or any builders work, unless particularly stated.
17. No responsibility is accepted by us in the handling, working or carrying customers own material, but all reasonable care will be taken with such material.

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18. Order for goods specially made or obtained cannot be cancelled or the goods returned.
19. All excise or import duties to be paid by buyers.
20. Quality of sheet glass unless hereon stated otherwise is known as ordinary glazing quality.
21. Goods claimed to be defective must be returned immediately and if it is agreed by us that they are defective they will be replaced or repaired free of charge, or at our option allowed for credit, provided that such credit shall not exceed the value of the goods as invoiced and provided that the buyer shall return the goods in the same condition as they were supplied. No liability can be accepted for any damage or injury to property or persons arising directly or indirectly from any defect in the goods or for any cost, losses or expenses incurred or sustained by the buyer in connection with such goods prior to or subsequent to such defect becoming apparent.
22. This estimate is based on the understanding that all the necessary scaffolding and lifting gear will be provided and erected free of charge to us for the use of our men, and all other equipment and facility will be made available to enable us to fulfil the requirements of the Building (Safety Health and Welfare) Regulation, 1948, and the Factories Act, 1961 and subsequent amendments.
23. The glazing of squares not exceeding 0.3 m<sup>2</sup> will be charged for as 0.3m<sup>2</sup>.
24. If glass is placed in position, full glazing or replacement charges will be made.
25. Glazing does not include cleaning of glass.
26. Our liability ceases as soon as the glass is glazed.
27. Retention of title: All goods remain the property of D&N GLASS CO. until all monies are paid.
28. Payment strictly cash/credit card or BACS payment on delivery/installation unless by account.
29. Accounts to be paid on month end, queries must be notified within fourteen days.

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### Notice of the Right to Cancel

You have the right to cancel this contract if you want to

- Products such as windows or glass cut to size which are made to measure and made to your specific requirements are exempt from the right to cancel under the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013. However in accordance with the GGF Consumer Code of Good Practice we provide you with a right to cancel without charge up to 7 calendar days after the date of the contract (7 day cooling off period)
- The 7 day cooling off period can be cancelled if your requirements are immediate by signing and accepting the 7 day cancellation waiver.
- Products which are not made to measure – in addition to the right to cancel without charge up to 7 calendar days from the date of contract, you have a right to cancel the contract up to 14 calendar days after the date of delivery. However, you agree that the survey, erection of any necessary access equipment and installation work for such products may start before the end of this 14 days cancellation period. If you cancel we will collect the products delivered but not installed and we will charge you our reasonable costs of collection. We will also charge you our reasonable costs for the survey, access equipment and installed products provided up to the point of cancellation.
- Your right(s) of cancellation referred to above can be exercised by delivering or sending a cancellation notice to the company mentioned in the next paragraph within the time periods indicated.
- The cancellation notice may be given to: **DN GLASS LIMITED,  
UNIT 44, ANNIESLAND BUSINESS PARK, GLASGOW G13 1EU**
- You may use the cancellation form or cancellation waiver provided with this contract if you so wish.
- The notice of cancellation is deemed to be served as soon as it is posted or sent to DN GLASS LIMITED or in the case of an e-mail or fax from the day it is sent to

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